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## **PREAMBLE**

This Agreement, between the Board of Education of District I-001, Woods County, Alva, Oklahoma, and the AEA, incorporates a number of understandings which derive from the parties' mutual beliefs that each pupil is entitled to an education of the highest quality. The attainment of this objective is dependent, in part, upon the quality and morale of the employees. Nothing contained in this agreement within shall be construed to be in disagreement with state law.

## **ARTICLE I**

### **RECOGNITION**

- 1.1 The Alva Board of Education (hereinafter referred to as the "Board") and the Alva Education Association (hereinafter referred to as the "AEA") hereby enter into the following agreements regarding negotiations.
- 1.2 The Board hereby recognizes the AEA as the exclusive negotiating agent for all professional educators as defined and qualified by the *Statutes of the State of Oklahoma*, excluding administrators, supervisory personnel and persons who state in writing to the Board their desire not to be represented by an organization.
- 1.3 The negotiating teams for AEA and the Board shall make available to all certified personnel and Board members a finalized copy of the proposals for negotiations at district expense.
- 1.4 AEA representatives at the board meetings will be given the agenda and copies of materials pertinent to teaching or teaching conditions that are given to board members. The representatives are to request any materials inadvertently overlooked in the handouts.

## **ARTICLE II**

### **EMPLOYEE AND ASSOCIATION RIGHTS**

(Employee refers to certified teachers.)

- 2.1 Non-Discrimination – There shall be no discrimination against any employee on the basis of race, creed, color, national origin, sex, marital status, membership or non-membership or participation in any professional, civic, parent or charitable organization, in the evaluation, employment, transfer, or promotion of personnel.
- 2.2 Right of Representation – When an employee is required to appear before the Board concerning any matter which could adversely affect his/her employment, position, or salary, he/she shall be entitled to have counsel present. Further, when an employee is required to appear before the Board, the employee shall be advised in writing the reasons for the requirement.
- 2.3 Personnel File – Each employee shall have the right, upon request, to review the contents of said personnel file and to place therein written reactions to any of its contents.
- 2.4 School Code Rights – Whenever any employee's rights or benefits required under the *School Code of the State of Oklahoma* or under other laws and regulations governing the operation of Oklahoma public schools, exceed the benefits granted employees elsewhere in this Agreement, then such rights and benefits shall be incorporated into, and become a part of this Agreement.
- 2.5 Right to Organize – Employees shall have the right to organize, join, and assist the AEA and to participate in professional negotiations with the Board. The Board shall not discriminate against nor harass any employee with respect to hours, wages, terms, and
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conditions of employment for reason of membership in the AEA, participation in negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this Agreement.

2.6 Dues Deduction – The employee shall be responsible to pay their individual dues to the National Education Association, Oklahoma Education Association, National Education Association-PAC, and Oklahoma PAC and any other organizations they join.

2.7 Professional Organizations – The Board shall not discourage certified employees from joining and participating in their professional organizations.

2.8 Meetings, Notices, and General Information – The Association shall be granted the following:

- A. The use of school buildings for meetings when available;
- B. The use of employee information boxes and designated school bulletin boards for the purpose of internal communication;
- C. The use of school equipment, e.g., typewriters, computers, and copy/duplicating machines when available at no cost to the district for materials;
- D. Members of the Association Executive Board may be permitted to leave fifteen (15) minutes after the student day to attend Executive Board Meetings on the day following the regular monthly Board of Education meeting;
- E. Teachers may be permitted to leave fifteen (15) minutes after the student day to attend a maximum of three (3) Association General Meetings during the school year. The Superintendent shall receive at least two week notice of such meeting.

- 2.9 The Board of Education and Administration will work through officers of AEA when making specific request of teachers regarding such things as political activity.

### **ARTICLE III**

#### **EMPLOYMENT CONDITIONS**

- 3.1 School Calendar – The Board shall establish an annual school calendar and have it available prior to the end of the second term. Once options have been developed, the AEA president shall be given copies of each option. The AEA shall have an opportunity to provide input prior to the calendar acceptance at a board meeting.
- 3.2 Teacher Work Day and Work Year –
- A. The teacher work day will not exceed seven and one half (7 ½) hours. Teachers will report to work at 8:00 AM on each contracted day, unless a different time is scheduled by the administration. Assignment to supervised study periods shall be considered a teaching period for purposes of this article.
  - B. The teacher work year shall consist of one hundred eighty (180) contract days.
  - C. All leaves will be entered through Time Clock Plus.
- 3.3 Notification of Assignments – All employees shall be given written notice of their tentative assignments for the forthcoming year, no later than thirty (30) days preceding the first day of the new school term. In the event changes in such assignments are proposed or needed, the employee affected shall be notified promptly and consulted. Teachers shall be assigned within the scope of their certification as prescribed by the rules and regulations of the State Board of Education. After considering the certification
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and qualifications of teachers, assignments shall be made by the administration in order to best meet the interests and needs of the students and the district.

3.4 Pupil Problems – The parties agree that the employee has the primary responsibility for the maintenance of discipline within the classroom, in the halls, on the playground, and bus loading area. The administration shall support the employee in the maintenance of control and discipline in these places.

3.5 Pupil Discipline – Teachers are to report to the principal all severe disciplinary cases.

3.6 Planning Period

- A. Full time (7/7) classroom teachers assigned to grades six (6) through twelve (12) shall be scheduled for minimum preparation time of one (1) class period each day.
- B. Full time (7/7) classroom teachers assigned to grades Pre-Kindergarten (Pre-K) through five (5) shall be scheduled for a minimum of two hundred (200) minutes of preparation time each five (5) day week.
- C. An instructor shall not normally be required during his/her planning period to teach the class of another instructor. A teacher may be asked on a voluntary basis to forego scheduled preparation time to teach the class of another teacher. If an immediate, unscheduled, unforeseen injury, illness, accident, or death in the instructor's family occurs, the administrator shall assign appropriate supervision for students.

3.7 Parent-Teacher Conferences – When parent-teacher conferences are scheduled through the principal during the teaching day, instructors involved in such conferences shall be released from class time to conduct said conferences.

- 3.8 Notification of Job Openings – When the district has determined there is an opening of any and all full-term administrative and instructional positions, the position will be posted internally for five (5) day before being posted externally. Posting will be achieved by e-mails, flyers at each building site, or written communications. Persons interested in the open position must contact the principal/building site where the open position occurs.
- 3.9 Reduction in Force – If the Board decides it is necessary to reduce the total number of certified and/or licensed employees in the school district, the procedure listed below will be followed:
- A. Normal attrition throughout the district. In the event that a teacher's position has been determined to be in excess, said teacher shall be transferred to a vacant position within the school system for which he/she is certified.
  - B. The Primary basis used in determining the retention or reassignment of affected teachers when a school district implements a reduction-inforce plan shall be the ratings of the teachers as measured pursuant to the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in Section 6 of SB 2033.
  - C. The prime consideration in executing the reduction in force using the criteria listed in 3.9 section B on the previous page is to assure the retention of fully qualified teachers to replace terminated teachers and perform all the needed duties. The Board shall follow the requirements of the continuing contract law in order to reduce staff. However, if a teacher whose position has been eliminated refuses the offer of a position for which he/she qualifies, he/she will be dismissed.
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- 3.10 Request for Reassignment – Certified personnel wishing to transfer to another building site shall notify the district by April 15 of the current year. The notification shall include grade level, subject or building site to which the teacher is requesting transfer. The attached for (Appendix IX) must be returned to the superintendent by April 15 with signatures from current principal, superintendent, Alva Education Association president, and the teacher requesting the transfer.
- 3.11 Faculty/Team Meeting will be held on an equitable basis throughout the district.

#### **ARTICLE IV**

##### **EMPLOYEE EVALUATION**

- 4.1 The purpose of teacher evaluation (Oklahoma Teacher and Leader Effectiveness Evaluation, TLE) must be the improvement of the student's education through the improvement of individual teachers. That goal demands that the evaluation be done in an honest and consistent manner. Evaluators must use evaluation only for its stated purpose. Teacher must be honest in assessing their efforts.
- 4.2 The evaluation process, and any forms involved, will be explained at the opening faculty meeting each year. Each teacher due to be formally evaluated during that academic year will have a pre-evaluation conference with the building principal prior to the first observation. The purpose of this is to be certain there is a clear understanding of the process and expectations of each party. (Appendix II-Evaluation Form)
- 4.3 Probationary teachers will be evaluated two times per school year. Evaluation forms may be taken once during the fall semester and once during the spring semester. Teachers will be notified of the first observation session in advance. Subsequent observations may be



on a drop-in basis. The evaluation will be based on the observation times and on the impression that the teacher creates on a day-to-day basis.

- 4.4 After the evaluation is written there will be a conference within five days of last observation between the teacher and evaluator to discuss the results. The teacher will be given a copy of the evaluation and both parties will sign signifying that the conference was held. The teacher will have two weeks in which to file an AEA concerns form if he/she has an objection to the evaluation, and/or file a written response, if he/she desires.
- 4.5 Career teachers will be evaluated every year, except for career teachers receiving a “superior” or “highly effective” rating under TLE, who may be evaluated once every two (2) years.
- 4.6 It is the responsibility of the principal to provide assistance to teachers so improvements can be made in any substandard area of the evaluation. Such assistance must be specific and made over a specified time period.
- 4.7 Not later than seven (7) work days before the May Board meeting, the administrator shall complete a written evaluation report and make recommendations as to re-employment for each probationary/career employee. The recommendations at the end of each year of probation/career shall include a notification on the formal evaluation as to the level of performance necessary to acquire career status at the end of the third year of probation.

## **ARTICLE V**

### **EMPLOYEE TERMINATION**

- 5.1 Employee dismissal and non-renewal shall be in accordance with Title 70, Section 6-101.26 of the *Statutes of the State of Oklahoma*.

5.2 Career Teacher Due Process Act of 1990, a career teacher may be dismissed or not reemployed for:

- A. Willful neglect of duty;
- B. Repeated negligence in performance of duty;
- C. Mental or physical abuse to a child
- D. Incompetency;
- E. Instructional ineffectiveness;
- F. Unsatisfactory teaching performance;
- G. Commission of an act of moral turpitude; or
- H. Abandonment of contract.

Subject to the provisions of the Teacher Due Process Act of 1990, a probationary teacher may be dismissed or not reemployed for cause.

1. A career teacher who has been rated as “ineffective” as measured pursuant to the TLE as set for in Section 6 of S.B. 2033 for two (2) consecutive school years shall be dismissed or not reemployed on the grounds of instructional ineffectiveness by the school district, subject to the provisions of the Teacher Due Process Act of 1990.
2. A career teacher who has been rated as “needs improvement” or lower pursuant to the TLE for three (3) consecutive school years shall be dismissed or not reemployed on the grounds of instructional ineffectiveness by the school district, subject to the provisions of the Teacher Due Process Act of 1990.
3. A career teacher who has not averaged a rating of at least “effective” as measured pursuant to the TLE over a five-year period shall be dismissed or not reemployed on the

grounds of instructional ineffectiveness by the school district, subject to the provisions of the Teacher Due Process Act of 1990.

4. A probationary teacher who has been rated as “ineffective” ” as measured pursuant to the TLE for two (2) consecutive years shall be dismissed or not reemployed by the school district, subject to the provisions of the Teacher Due Process Act of 1990.
5. A teacher shall be dismissed or not reemployed, unless a presidential or gubernatorial pardon has been issued, if during the term of employment the teacher is convicted in this state, the United States, or another state of:
  - a. Any sex offense subject to the Sex Offenders Registration Act in this state or subject to another state’s or the federal sex offender registration provisions; or
  - b. Any felony offense.
  - c. A teacher may be dismissed, refused employment or not reemployed after a finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual’s performance of school duties. As used in this subsection:
    - d. Sexual misconduct means the soliciting or imposing of criminal sexual activity.
    - e. As used in this section, “abandonment of contract” means the failure of a teacher to report at the beginning of the contract term or otherwise perform the duties of a contract of employment when the teacher has accepted other employment or is performing work for another employer that prevents the teacher from fulfilling the obligations of the contract of employment.

6. When a teacher receives a rating as measured pursuant to the TLE as set forth in Section 6 of S.B. 2033 of this act that may lead to recommendation for the dismissal or non-reemployment of the teacher identifies poor performance or conduct that the administrator believes may lead to a recommendation for the dismissal or non-reemployment of the teacher, the administrator shall:
  - a. Admonish the teacher, in writing, and make a reasonable effort to assist the teacher in correcting the poor performance or conduct; and
  - b. Establish a reasonable time for improvement, not to exceed two (2) months, taking into consideration the rating on the evaluation or the nature and gravity of the performance or conduct. If the teacher does not correct the poor performance or conduct cited in the admonition within the time specified, the administrator shall make a recommendation to the superintendent of the school district for the dismissal or non-reemployment of the teacher.
  - c. Whenever a member of the board of education, superintendent, or other administrator identifies poor performance or conduct that may lead to a recommendation for dismissal or non-reemployment of a teacher within the district, the administrator shall comply with the procedures set forth in this section. If the administrator fails or refuses to admonish the teacher within ten (10) days after being so informed by the board, superintendent, or other administrator, such board, superintendent, or other administrator shall admonish the teacher pursuant to the provisions of this section.

- d. Repeated negligence in performance of duty, willful neglect of duty, incompetency, instructional ineffectiveness, or unsatisfactory teaching performance for a career teacher, or any cause related to inadequate teaching performance for probationary teacher, shall not be a basis for a recommendation to dismiss or not reemploy a teacher unless and until the provisions of this section have been complied with.
- e. Whenever a board of education receives a recommendation from the superintendent for the dismissal or non-reemployment of a teacher, the board or individual designated by the board shall mail a copy of the recommendation to the teacher by certified mail, restricted delivery, return receipt requested, by personal delivery to the teacher with a signed acknowledgment of receipt, or by delivery by a process server. By the same means, the board shall notify the teacher of the right to a hearing before the board and the date, time, and place set by the board for the hearing, which shall be held within the school district not sooner than twenty (20) days or later than sixty (60) days after receipt of notice by the teacher, or the date of delivery by a process server. The notice shall specify the statutory grounds upon which the recommendation is based for a probationary teacher. The notice shall also specify the statutory grounds upon which the recommendation is based upon for a career teacher or shall specify the cause upon which the recommendation is based for a probationary teacher. The notice shall also specify the underlying probationary teacher. The notice shall also specify the underlying facts supporting the recommendation. At the hearing the teacher shall be entitled

to all rights guaranteed under the circumstances by the United States Constitution and the Constitution of Oklahoma. The teacher hearing shall be conducted by the district board according to procedures established by the State Board of Education. The procedures are listed below:

5. Only after due consideration of the evidence and testimony presented at the hearing shall the district board decide whether to dismiss or non-reemploy the probationary teacher. The vote of the board shall be made in an open meeting. The board shall also notify the probationary teacher of the decision, including the basis for the decision by certified mail, restricted delivery, return receipt requested, or substitute process as provided by law. The decision of the board regarding a probationary teacher shall be final and non-appealable. At the hearing the burden of proof shall be upon the superintendent or designee, and the standard of proof shall be by the preponderance of the evidence. The probationary teacher shall receive and compensation or benefits to which the teacher is otherwise entitled until such time as the decision of the board becomes final. If the hearing for a probationary teacher is for non-reemployment, such compensation benefits may be continued only until the end of the current contract of the teacher.
  - a. The superintendent or designee shall, in person or in writing, specify the statutory ground upon which the recommendation is based. The Superintendent or designee shall also specify the underlying facts and provide an explanation of the evidence supporting the recommendation for the dismissal or non-employment of the career teacher; and

- b. The career teacher or designee shall have the opportunity to present reasons, either in person or in writing, why the proposed action should not be taken.
  - c. only after the career teacher has a meaningful opportunity to respond to the recommendation for dismissal or non-employment at the pre-termination hearing shall the board decide whether to accept or reject the recommendation of the superintendent. The vote made by the board shall be made in an open meeting. The board shall also notify the career teacher of its decision, including the basis for the decision, by certified mail, restricted delivery, return receipt requested, or substitute process as provided by law. If the decision is to accept the recommendation of the superintendent, the board shall include notification of the right of the career teacher to petition for a trial de novo in the district court within ten (10) days of receipt of notice of the decision. At the pre-termination hearing the burden of proof shall be upon the superintendent or designee and the standard of proof shall be by the preponderance of the evidence. The career teacher shall receive any compensation or benefits to which the teacher is entitled as provided in Section 6-101.27 of state statute. Such compensation and benefits shall not be provided during any further appeal process.
  - d. The probationary teacher hearing shall be conducted by the district board according to procedures established by the State Board of Education.
6. Only after due consideration of the evidence and testimony presented at the hearing shall the district board decide whether to dismiss or non-reemploy the probationary teacher. The vote of the board shall be made in an open meeting. The board shall also notify the
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probationary teacher of the decision, including the basis for the decision, by certified mail, restricted delivery, return receipt requested, or substitute process as provided by the law. The decision of the board regarding a probationary teacher shall be final and non-appealable. At the hearing the burden of proof shall be upon the superintendent or designee, and the standard of proof shall be by the preponderance of the evidence. The probationary teacher shall receive and compensation or benefits to which the teacher is otherwise entitled until such time as the decision of the board becomes final. If the hearing for a probationary teacher is for non-reemployment, such compensation and benefits may be continued only until the end of the current contract of the teacher.

## **ARTICLE VI**

### **EMPLOYEE COMPENSATION AND FRINGE BENEFITS**

- 6.1 Full Experience Credit – The employee shall be awarded full credit for teaching experience as credited by the Oklahoma State Department of Education. The employee shall be awarded full credit for teaching outside of the district and confirmed/documented outside of the state.
- 6.2 School year – Salary Schedule – The Salary schedule shall be as set forth in Appendix III, which is attached to and incorporated in this agreement. The schedule shall be based on the number of days specified by the State Department of Education. In-service days are paid days and are not to be considered as vacation days.
- 6.3 Pay Days – School Not in Sessions – If a regular pay date during the school term falls on



a day when school is not in session, employees shall receive their electronic checks on the last work day prior thereto. Summer checks will be deposited within ten (10) days of completion of your contract.

6.4 Pay Installments – Each employee shall be paid on the basis of twelve (12) equal payments.

6.5 Pay Days – Pay days shall be on the twentieth (20) of each month.

6.6 Supplemental Jobs – Any requirements and/or assignment made with the consent of the employee that are in addition to the normal work schedule and/or exceed the normal workday shall be compensated for in accordance with the extra duty schedule regulations and exhibit/Board Policy Manual.

6.7 Non-Taxable Benefits

A. Each teacher has the option to apply up to \$18,000 from the compensation schedule to select non-taxable benefits from the following:

1. Medical insurance
2. Dental insurance
3. Cancer insurance
4. Life insurance (if allowed by the Internal Revenue Service)
5. Dependent care assistance plan
6. Vision insurance
7. Medical expense reimbursement

This option must be exercised by September 1 of the current year.

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A. Salary

1. The salary schedule shall reflect the new state mandated schedule.  
Teachers shall be placed on the salary schedule (Appendix III) in accordance with their year of experience as credited by the state Department of Education or the Alva School District, whichever is greater.
2. For the current school year, each teacher, who gained a year of experience in the district during the previous school year, shall advance one (1) step and be placed on the salary schedule.
3. Teachers shall receive the Teacher Retirement System (TRS) offset according to the mandated schedule.
4. State Payment: Each teacher who participates in the District's Health plan shall receive, as part of Total Compensation, no less than 100% of the Health Choice High Option premium amount per month in the form of a Flexible Benefit Allowance (FBA) paid by the State of Oklahoma.  
Teachers who choose not to participate in the District's Health Plan shall receive the sixty-nine dollars and seventy-one cents (\$69.71) per month as cash. Teachers whose employment is terminated during the school year shall have no right to receive any cash compensation for the portion of the school year after the teacher's termination.

**ARTICLE VII**

**LEAVES**

- 7.1 Definition: For determining leaves, the term "immediate family" is defined as spouse,
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father, mother, son, daughter, brother, sister, grandchild, grandparent, and corresponding relatives by affinity.

7.2 Sick Leave – Sick leave at full pay shall accrue at the beginning of the school year. Nine (9) month and ten (10) month certified employees shall receive ten (10) days, eleven (11) month certified employees shall receive eleven (11) day, and twelve (12) month certified employees shall receive twelve (12) days each school year. Unused sick leave shall accumulate to a maximum of seventy (70) days. The following provisions will be included:

- A. Accumulated paid sick leave shall be reduced by one (1) day for each day the teacher is absent for reason of personal accidental injury, illness, pregnancy, accidental injury in the immediate family or death in the immediate family and illness in the immediate family.
- B. Not more than two (2) days absence may be charged against total accumulated sick leave for reasons of maternity cases in the immediate family unless the medical case is of an unusual circumstance as attested to by the attending physician.
- C. Any teacher may be required to submit appropriate evidence concerning the cause of his absence in order to qualify for sick benefits.
- D. Sick leave records kept on file in the superintendent's office shall be final. Each teacher will be given a record of his/her accumulated sick leave, beginning with the September paycheck with leave balances as of the end of the previous month.

- E. Upon a teacher's retirement from the district, the Board shall report to the Oklahoma Teachers' Retirement System all days earned by that teacher.

7.3 Emergency Leave – The Alva School Board shall grant five (5) days of emergency leave without loss of pay. Emergency leave is to be used for the following purposes:

- A. Unforeseen circumstances within an immediate family not covered by the sick leave policy or death or illness of a friend or relative;
- B. Legal transactions involving a legal instrument (deed, mortgage, transferring title, etc.) or a court order;
- C. Other reasons which have the approval of the principal and the superintendent or designee.

These days are not cumulative and will be used for sick leave when all accumulated sick leave has been exhausted. Emergency leave is not granted by the Board of Education as personal leave. The Board of Education does recognize there are certain emergencies not covered by sick leave when the teachers need to be absent from duty. The principal and the superintendent or administrative assistant will make every effort to fairly judge each teacher's request individually in order to execute the Board's intent of its policy. Listed below are some items as examples that would not be approved as emergency leave:

- A. To seek other employment
- B. To participate in political or social activities
- C. To perform services for compensation
- D. To participate in professional activities
- E. For entertainment, recreation, travel, or vacation

F. For religious activities

G. For inclement weather

7.4 Personal Business Leave – Each teacher is entitled to four (4) days of personal business leave subject to the following provision:

- A. The principal will be notified forty-eight (48) hours in advance, if possible, but not later than 7:30 AM on the day the leave is requested. Neither the day immediately preceding nor the day immediately following a holiday will be used for personal business leave. During the first or last week of school, the principal must be notified forty-eight (48) hours in advance. During the first ten (10) teaching days and last ten (10) teaching days of school, or on in-service days, teachers are encouraged not to utilize personal business leave. If it is necessary for a teacher to utilize personal business leave at these times, the teacher shall obtain approval from the building principal.
- B. The teacher will not be required to give a reason for the day of personal business leave.
- C. Any unused personal business leave days will accumulate as sick leave at the end of the school year.
- D. Teachers with 0-2 years of total service as listed on the Oklahoma Annual Personnel Report will have the first day of personal business leave paid for by the district. Teachers with 3-19 years of total service as listed on the Oklahoma Annual Personnel Report will have the first two days of personal business leave paid by the district. All teachers with twenty (20) years of total service as listed on

the Oklahoma Annual Personnel Report will have the first three days of personal business leave paid for by the district. Teachers with at least 25 years of total service as listed on the Oklahoma Annual Personnel Report will have the fourth day of personal business leave paid for by the district.

- E. In the event that the personal day is not paid by the district, the teacher will have deducted from his/her paycheck the amount needed to pay the substitute teacher. In the case that no substitute is hired, the teacher will be deducted the non-certified substitute teacher pay.

7.5 Parental Leave Absence

- A. The Board shall consider requests for parental leave of absence without pay. The beginning and terminations dates of the leave shall be determined by the employee and the Board. An employee who returns from parental leave of absence shall be reinstated to the employee's former position or its equivalent.
- B. Teachers shall receive Family and Medical Leave as required by Federal Law and covered by Board policy.

7.6 AEA Leave – In the event that the AEA desires to send representatives to local, state, or national conferences or on other business pertinent to AEA affairs, these representatives shall be excused without loss of salary provided the AEA reimburses the district for the cost of substitute(s) for not more than five (5) days of AEA leave. Such hourly leave will be reported to one (1) Board appointed administrator twenty-four (24) hour prior. The administrator shall be responsible for leave recording and obtaining a substitute.

- 7.7 Bereavement Leave – Each employee shall be entitled to ten (10) work days of bereavement leave per school term. All ten (10) days may be used for bereavement for spouse or child without loss of pay. Five (5) of these days may be used for bereavement of other members of the immediate family, as defined in 7.1 of this Article. In the event that all ten (10) days have been exhausted up to an additional five (5) days may be granted for bereavement for spouse or child. When a teacher's absence is for reason of bereavement, the order of application of leave will be: (1) bereavement, (2) emergency, (3) sick.
- 7.8 Leave of Absence – A leave of absence without pay may be granted to any employee who has reasonable need for such a leave. Any teacher on leave of absence, upon return, shall be accorded the same benefits to which the employee would have been entitled if regularly employed.
- 7.9 Sick Leave Sharing Program
- A. A full-time employee may donate sick leave to another employee according to Oklahoma Statutes 70-6-104.6 for the following reasons:
1. The donee has exhausted or will exhaust all earned sick leave due to an extraordinary or severe injury, illness, impairment, pregnancy, miscarriage, childbirth, and recovery therefrom, or physical or mental condition of the donee; or
  2. The donee has exhausted or will exhaust all earned sick leave due to an extraordinary or severe injury, illness, impairment,, or physical or mental condition of a relative (spouse, child, stepchild, grandchild, grandparent,

stepparent, or parent) or household member (one who resides in the same home as the donee and who shares a duty to provide financial support with the employee) of the donee: and

3. The condition has caused or is likely to cause the donee to take leave without pay or to terminate employment.
- B. The employee may donate any amount of sick leave which does not cause that employee's sick leave balance to fall below twenty (20) days.
- C. An employee may receive up to thirty (30) donated days. If that leave is exhausted, the employee may apply for an additional thirty (30) days.
- D. An employee requesting donated days must first provide the Board with a medical certificate from a licensed physician or health care provider verifying the severe or extraordinary nature and expected duration of the condition.
- E. The employee receiving donated days is to receive his or her normal rate of pay.
- F. All sick leave available for use by the donee must be used prior to using shared sick leave.
- G. Shared sick leave usage records shall be maintained separately from regular sick leave records.
- H. Any donated leave, which is not used, shall be returned to the donating employee on a pro-rated basis.
- I. The Board is the determining body as to whether the donee meets the criteria above and has previously abided by District leave policy.



- 7.10 Payment for Unused Sick Leave at Retirement – Any teacher with a minimum of twenty (20) years teaching experience in the Alva School District, including districts annexed and/or consolidated with Alva, who submits to the superintendent of schools before May 1 of any school year a written statement of retirement under the Oklahoma Teachers' Retirement System to take effect at the end of that school year shall be eligible for payment of his/her unused sick leave. This shall be issued in separate payment prior to June 15. For teachers who retire other than at the end of the year, three months written notice in advance is required. The accumulated sick leave payment shall be computed at the rate of forty dollars (\$40) per day. A teacher who retires with fifteen to nineteen (15-19) years teaching experience in the Alva School District shall be eligible for payment prorated at seventy-five percent (75%). A teacher who retires with ten to fourteen (10-14) years teaching experience in the Alva School District shall be eligible for payment prorated at fifty percent (50%).
- 7.11 Short Term Leave - With permission of the building principal, or designee, uncharged short term leave (less than two hours) may be granted. The principal can arrange for a qualified person to assume the teacher's responsibilities, if necessary. Short term leave where such arrangement cannot be made by the principal will not be approved. Covering the responsibilities for another teacher is on a voluntary basis.
- 7.12 National Board Certification Leave
1. Teachers who are working toward National Board Certification may utilize up to a total of three (3) days of leave during the certification. The teacher shall apply

for site Professional Development leave for a total of three (3) days during the entire certification period.

2. After exhausting the three day Professional Development leave, the teacher may utilize up to a total of three (3) days of National Board Certification Leave during the entire certification period. The teacher shall pay the cost of the substitute for days used.

### **ARTICLE VIII**

#### **GRIEVANCE PROCEDURES**

- 8.1 See Attached Regulation – Appendices IV-VI

### **ARTICLE IX**

- 9.1 Patron-Teacher Complaint Procedure

The Board shall recommend that any patron, who presents a complaint to a board member, shall be asked to take that complaint to the teacher involved first, and then through administrative levels before any response shall be given by the Board. No teacher shall discriminate against nor harass a student or parent for instituting complaints to any teacher, administrator, or the Board about said teacher.

### **ARTICLE X**

- 10.1 Savings Clause – Should any part of this Agreement be found contrary to law, said part shall be severed from the Agreement, and all other provisions shall remain in full force and effect.

### **ARTICLE XI**

- 11.1 Duration – This Agreement represents the full and complete agreement between the Board and the Association and shall remain in effect until replaced by a subsequent Agreement negotiated in accordance with the provisions of the Procedural Agreement.

**APPENDIX I**  
**PLAN OF ASSISTANCE**

Teacher \_\_\_\_\_

Date Plan presented to teacher \_\_\_\_\_

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Problem Area:

1. Performance Objective(s) to be completed by \_\_\_\_\_

2. Actions to Meet Objective(s):

3. Evaluation of the Improvements:

Date \_\_\_\_\_

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Evaluator

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Evaluatee

**APPENDIX II**

**SALARY SCHEDULE**

Voc. Ag. Teacher	=	Minimum salary + \$2,400/year – 12 mo. contract
Voc. Home Ec. Teacher	=	Minimum salary + \$2,000/year – 10 mo. contract
Other Voc. Teacher	=	Minimum salary + \$2,000/year – 10 mo. contract
Special Education Teacher	=	Minimum salary + 5%
Alternative Education Teacher	=	Minimum salary + 5%

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**APPENDIX III****STATE CREDIT OF EMPLOYEE'S CONTRIBUTION**

Senate Bill 776 provides that every teacher employed by a school district or vocational-technical school district, who qualifies for a minimum salary pursuant to the State's minimum salary schedule shall have a specific amount credited against the employee's contribution to the Teachers' Retirement System. Funds have been appropriated to the State Board of Education and the State Board of Vocational and Technical Education to pay the State's share of each eligible employee's retirement contribution. Eligibility will be based on the number of years as reflected on the State Department of Education Personnel Report and does not include any years established by the district at the time of hire which the State Department of Education did not recognize. The amount to be paid by the State for this fiscal year is as follows:

Years of Service	Credit Amount
0	60.15
1	103.41
2	145.65
3	188.96
4	233.33
5	278.76
6	325.26
7	372.82
8	421.44
9	471.12
10	521.87
11	573.67
12	626.54
13	680.48
14	735.47
15	791.53
16	848.65
17	906.83
18	966.07
19	1,026.38
20	1,087.75
21	1,150.18
22	1,213.68
23	1278.23
24	1,343.85
25 or more	1,410.53

**APPENDIX IV**

**FORMAL GRIEVANCE PROCEDURE FORM**

TYPE OR PRINT IN INK Date Filed \_\_\_\_\_

Grievant \_\_\_\_\_ School \_\_\_\_\_

Subject or Grade Taught \_\_\_\_\_ Years in School System \_\_\_\_\_

Building Grievance \_\_\_\_\_ Principal \_\_\_\_\_  
Representative

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**LEVEL ONE**

To be completed by the Grievant within five (5) days after the Principal's answer to the grievant at the informal level.

1. Statement of Grievance: (use back of page if necessary)

2. Section and Article of Contract Allegedly Violated:

3. Action Requested:

Resolved      yes      no

\_\_\_\_\_  
Signature of Grievant

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4. Decision of Principal: (to be returned to Grievant within five (5) schools days of receipt of grievance)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Principal

Further Action Requested: (to be filed within ten (10) days of the Principal's decision)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Grievant

**APPENDIX V**

**LEVEL TWO**

Grievant \_\_\_\_\_

1. Date Received by Superintendent \_\_\_\_\_
2. Date of Hearing by Superintendent \_\_\_\_\_
3. Decision of Superintendent: (to be returned to grievant within ten (10) days after hearing the grievance)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Superintendent

4. Further Action Requested: (to be filed within ten (10) days after date of Superintendent's decision)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Grievant



**APPENDIX VI**

LEVEL THREE

Grievant \_\_\_\_\_

1. Date Received by Board of Education \_\_\_\_\_
2. Date of Hearing by Board of Education \_\_\_\_\_
3. Decision of Board of Education: (to be returned to grievant within fifteen (15) days after hearing the grievance)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Board President

\_\_\_\_\_

**APPENDIX VII**

**SHARED SICK LEAVE REQUEST OR DONATION FORM**

***Requesting Leave Days***

Date \_\_\_\_\_

Name \_\_\_\_\_

I hereby request \_\_\_\_\_ days of sick leave to be donated to me through the District's Sick Leave Sharing Program. Attached to this form is a medical certificate from a licensed physician or health care provider verifying the severe or extraordinary nature and expected duration of the condition.

I hereby certify that to the best of my knowledge I have previously abided by the District's leave policies, that the nature of the condition is such that I have used or will use all other leave available to me, and that the condition has caused or is likely to cause me to take leave without pay or to terminate employment.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

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***Donating Leave Days***

Date \_\_\_\_\_

Name \_\_\_\_\_

I hereby donate \_\_\_\_\_ days of my accumulated sick leave to \_\_\_\_\_  
for that person's immediate use. I realize that any days not used will be returned to me.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

**Return to building principal.**

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**APPENDIX VIII**

**REDUCTION IN FORCE NOTIFICATION AND REPLY FORM**

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Date \_\_\_\_\_

Teacher \_\_\_\_\_

This is to notify you that the Alva Board of Education has decided it necessary to implement the Reduction in Force policy, in compliance with the AEA contract. You have three (3) days to decide if you will replace another teacher. A list of teachers that you may replace can be obtained at the Superintendent's office. If you do not respond within three (3) days, you relinquish all rights to replace another teacher.

\_\_\_\_\_  
Alva Board of Education

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Date \_\_\_\_\_

Alva Board of Education,

\_\_\_\_\_ I plan to replace another teacher.

\_\_\_\_\_ I do not plan to replace another teacher.

\_\_\_\_\_ Because of illness/emergency, I request extra time before a decision is made.

\_\_\_\_\_ I request a conference date.

\_\_\_\_\_  
Teacher's Signature

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APPENDIX VIII  
REDUCTION IN FORCE NOTIFICATION AND REPLY FORM - CONTINUED

Date \_\_\_\_\_

Teacher \_\_\_\_\_

Extra time is/is not granted. \_\_\_\_\_ days

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Conference Date \_\_\_\_\_

Results: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Witness's Signature

**APPENDIX IX**  
**TRANSFER FORM**

I am requesting a transfer to \_\_\_\_\_ beginning with the  
\_\_\_\_\_ school year.

Grade Level \_\_\_\_\_

Subject \_\_\_\_\_

Superintendent's Signature \_\_\_\_\_

Current Principal's Signature \_\_\_\_\_

Alva Education Association President's Signature \_\_\_\_\_

Teacher requesting transfer signature \_\_\_\_\_

This form **MUST** be turned in to the Superintendent by April 15 of the current year.

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**APPENDIX X**

**PROCEDURAL AGREEMENT  
ALVA BOARD OF EDUCATION  
AND  
ALVA EDUCATION ASSOCIATION**

**Parties to the Agreement**

1. The Alva Board of Education (hereinafter referred to as the “Board”) and the Alva Education Association (hereinafter referred to as the “AEA”) hereby enter into the following agreements regarding negotiations, which conform with Oklahoma Statutes 05-70-509.1 through 05-70-50.10.

**Recognition**

2. The Board hereby recognizes the AEA as the exclusive negotiating agent for all professional educators as defined and qualified by the Statutes of the State of Oklahoma, excluding administrators, supervisory personnel, and persons who state in writing to the Board their desire not to be represented by an organization.

This procedural agreement shall operate as long as the AEA represents the professional educators as defined above.

**Scope of Bargaining**

3. The Board and AEA agree to negotiate in good faith on wages, hours, fringe benefits, and other terms and conditions of employment.

Both parties recognize the desirability of the free and open exchange of ideas and viewpoints between both parties to bring about the resolution and settlement of differences that might exist. Both parties acknowledge the Board’s legal responsibility to retain and reserve all powers, rights, and authority conferred upon and vested in it by State and Federal law in providing educational opportunity for the Alva District. Negotiations and agreements reached shall not infringe upon inherent managerial responsibility of the Alva Board of Education. Board policy rules and regulations shall not be inconsistent with the Negotiated Agreement.

**Negotiation Teams**

4. No more than six (6) designated representatives with one alternate shall represent each team for negotiation purposes pursuant to the provisions of the Agreement. Each party shall also designate the person on its team who will serve as spokes-person. Neither party shall attempt to exert influence over the other party’s selection of representatives.

Either negotiating team may have legal counsel present or an advisor present for consultative purposes. Legal counsel or advisor may participate during negotiations by mutual agreement. All negotiations shall take place exclusively between said designated persons with only chief negotiators allowed to speak except by permission of both chief negotiators.

#### Negotiation Sessions

5. Between April 1 and May 31 of each ensuing year, either the Association or the Board shall submit a written request for negotiations to commence to the other party, if it desires there to be negotiations for that year. If no such request is made during the time period above, negotiations will not take place for the ensuing year.

Upon written request of either team, which request shall set forth all proposals for negotiations for a given school year, to open negotiations, a mutually acceptable meeting date shall be set not more than thirty (30) days following such request, and at the close of each negotiations sessions the teams shall establish the time, place, date, and agenda for subsequent meetings. Any items not included in the first written proposal may be negotiated by mutual agreement.

Each meeting shall not exceed four (4) hours unless mutually agreed. Otherwise, either team shall have the right to caucus, but same shall be limited to thirty (30) minutes for any one hour period.

Only members of the respective negotiation teams may be present during the negotiation sessions. Other parties may be permitted to be present only by mutual agreement of the parties.

Upon written request both teams agree to allow, within ten (10) days of such request, access to all reasonable data requested by the other team. Neither team shall be required to expend money or manpower, or to produce new matter to comply with this provision.

Negotiations sessions shall be held at times that will not interfere with regularly scheduled instruction working hours.

#### Resolving Impasse

6. If negotiations are not successfully concluded by the first day of school, an impasse shall exist. At any earlier time following the initial negotiation session, either party may declare an impasse, or, by mutual agreement of the parties, the date for declaring impasse may be extended beyond the first day of school.

Within two (2) working days of such declaration, the parties may, by mutual agreement, request the services of the Federal Mediation and Conciliation Service.

If the mediation process has been utilized and has failed to bring about agreement on all items, or if the mediation process was not utilized, the unresolved items shall be submitted to fact finding under the current statutory Fact Finding requirements (70-509.7).

The Board and the AEA shall each pay the cost of their representative on the Fact Finding Committee. The cost for services of the third party, including per diem expenses, if any, and actual and necessary travel expenses shall be shared equally by the Board and AEA.

A fact finding committee consisting of three (3) members shall be formed. One (1) member shall be selected by the AEA, and one (1) member shall be selected by the Board, within five (5) days. The third member shall be selected by the first two (2) members as follows: the parties shall notify the State Superintendent of Public Instruction that a fact finder is needed and request a list of potential fact finders from the State Superintendent. If no name on the list is agreeable to both parties, a coin toss shall occur with the party winning the toss having the right to strike a name from the list. The parties will then continue alternately striking names from the list until only one (1) name remains. The person whose name remains on the list will serve as the chairperson of the fact finding committee.

The committee shall meet with the Board's and AEA's negotiation representatives for the purpose of fact finding.

Within five (5) days after the selection of a chairperson, the representatives of the parties shall meet to exchange written language on each item at impasse. The exchanged documents shall be furnished to the chairperson and other members of the committee. Each item being submitted to fact finding shall show the last position taken by each negotiating team.

The fact finding committee shall have the authority to establish procedural rules, conduct investigation, and hold hearings during which each party shall be given an opportunity to present its case with supporting evidence.

The chairperson shall convene the committee for fact finding. The committee shall meet with the representatives of both parties and, within twenty (20) days after the fact finding meeting, shall present its written recommendation to the Board and the AEA. The report shall set forth findings of fact and recommendations on the issues submitted.

If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and the AEA. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume a good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of written statements, as provided for by this section, either party may discontinue such effort.



The Board shall file a copy of the fact finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and upon ratification such agreement shall also be forwarded to the State Superintendent. If the effort to resolve differences is unsuccessful, the Board shall forward to the State Superintendent in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation.

#### The Agreement

7. Both parties agree that it is their mutual responsibility to empower their respective representatives with the necessary authority to make proposals and to consider proposals and counter in the course of negotiations.

All items shall be disposed of by one of the following manners: (1) by tentative agreement; (2) by agreement to drop the item; or (3) by referring the items to impasse. As used herein, the phrase “tentative agreement” shall be defined as an agreement that cannot be brought back to the table more than once by either side.

When tentative agreement is reached on any item, it shall be reduced to writing and signed and dated by the spokes-person of each team. When tentative agreement is reached on all items, they shall be submitted first by the AEA to the teachers for ratification and then by the Superintendent to the Board for ratification.

#### Modification of this Agreement

8. No change, alteration or modification of this Agreement shall be made except by mutual agreement unless the same is ratified by the Board and AEA in writing.

In the event that the AEA disbands or otherwise ceases to be the recognized bargaining agent, this Agreement shall be null and void on that date of such disbanding or cessation of representation.

#### Savings Clause

9. If any provision of this Agreement shall be found contrary to law, it shall be severed from the Agreement, and all other provisions or application of the Agreement shall continue in full force and effect. The two parties within thirty (30) days shall meet to negotiate language to replace the severed provisions, if applicable.

#### Duration of Agreement

10. This Procedural Agreement shall continue in effect for successive fiscal year periods unless notice is given in writing between January 1 and January 31 of any year, by either party

that the party desires to modify, amend, or terminate this Agreement. Once such notice is given, negotiations related to changes in this Agreement shall commence on a mutually agreeable date within thirty (30) days of such notice.

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AEA President

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President, Board of Education

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Date

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Date

## **APPENDIX XI**

### **MINIMUM TEACHER SALARY SCHEDULE**

#### **ALVA PUBLIC SCHOOLS** **TEACHER SALARY SCHEDULE**

*Based on State Minimum Teacher Salary Schedule  
Plus additional 5 years of experience compensation added*

**2018-2019**

**70 O.S. § 18-114.14**

Beginning with the 2013-2014 school year, teachers in the public schools of Oklahoma shall receive in salary and/or fringe benefits not less than the amount specified in the following schedule. When determining minimum salary, "fringe benefits" shall mean only the employee's share of retirement, if paid by the district.

Year of Experience	Bachelor's Degree	*Bachelor's + National Board Certification	Master's Degree	*Master's + National Board Certification	Doctor's Degree
0	\$36,601	\$37,759	\$37,991	\$39,149	\$39,381
1	37,035	38,193	38,425	39,583	39,815
2	37,469	38,628	38,859	40,018	40,249
3	37,904	39,062	39,294	40,452	40,684
4	38,338	39,496	39,728	40,886	41,118
5	38,810	39,968	40,200	41,358	41,590
6	39,273	40,432	40,663	41,822	42,054
7	39,737	40,895	41,127	42,285	42,517
8	40,200	41,358	41,590	42,749	42,980
9	40,663	41,822	42,054	43,212	43,444
10	41,684	42,844	43,568	44,728	45,945
11	42,177	43,336	44,061	45,221	46,438
12	42,670	43,829	44,554	45,713	46,931
13	43,162	44,322	45,047	46,206	47,424
14	43,655	44,815	45,539	46,699	47,916
15	44,167	45,327	46,052	47,212	48,430
16	44,660	45,820	46,545	47,705	48,923
17	45,153	46,313	47,038	48,198	49,416
18	45,646	46,806	47,531	48,691	49,909
19	46,139	47,299	48,024	49,184	50,402
20	46,652	47,813	48,538	49,698	50,917
21	47,145	48,306	49,031	50,192	51,410
22	47,639	48,799	49,524	50,685	51,903
23	48,132	49,292	50,018	51,178	52,397
24	48,625	49,785	50,511	51,671	52,890
25	50,049	51,232	51,971	53,153	54,395
26	50,474	51,657	52,396	53,578	54,820
27	50,899	52,082	52,821	54,003	55,245
28	51,324	52,507	53,246	54,428	55,670
29	51,749	52,932	53,671	54,853	56,095
30	52,174	53,357	54,096	55,278	56,520

**Note: Teachers eligible to receive the National Board Certification bonus shall not be eligible to receive the additional salary increment set forth in this salary schedule.**

National Board Certification columns are for teachers who applied for and/or received National Board Certification after June 30, 2013.

Career/Technology Ag Teacher**	=	Minimum Salary	+ \$2,400/year - 12 month contract
Career/Technology Econ. Teacher**	=	Minimum Salary	+ \$2,000/year - 10 month contract
Other Career/Tech Teacher**	=	Minimum Salary	+ \$2,000/year - 10 month contract
Special Education Teacher***	=	Minimum Salary	+ 5 percent above the prevailing wage paid teachers of children who are nondisabled in the same school district.

\*\*Salary distribution per the policies and procedures manual of the Oklahoma State Board of Career and Technology Education.

\*\*\*Salary distribution mandated by 70 O.S. § 13-110: Also includes Resource Teachers, Education Diagnosticians, and Speech Pathologists/Therapists.

The State Board of Education shall accept teaching experience from out-of-state school districts that are accredited by the State Board of Education or appropriate state accrediting agency for said districts. For the purpose of state salary increments and retirement, no teacher shall be granted credit for more than five (5) years active duty in the military service or out-of-state or out-of-country teaching experience as a certified teacher or its equivalent. Nothing in this section shall prohibit boards of education from crediting more years of experience on local salary schedules than those allowed for state purposes. The provisions of the above salary schedule shall not apply to teachers who have entered into postretirement employment with a public school in Oklahoma and are still receiving a monthly retirement benefit. (70 O.S. § 18-114.14)